

9011 Chato Ct □ Summerville, SC, 29483 (843) 810-1208 tytanupanddeliver@gmail.com WWW.tytan-up.com() Certificate # Start time:

Invoic

Finish time #of men: # of trucks:

Invoice No: Trish Richardson Bill To: 01/03/2022 Date: tritrishrichardson96@gmail.com Terms: 9011 Chato Ct 01/03/202 Due Date: :48 PM - SCPSC Summerville, SC, 29483 (843) 532-9011 Tracking No:

9011 Chato Ct Ship To: Summerville, SC, 29483

Ship Via: Free Shipping

Amount OCKet Quantity Rate Description INVOICING \$0.00 Subtotal GOV'T. B/L No. \$0.00 BILL CHARGES TO Shipping \$0.00 Total Paid \$0.00 THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF, SHIPPER HERBESTRELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING.

THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER. \$0.00 **Balance Due**

TYTAN-UP MOVING AND DELIVERING SERVICES

Client's signature

TERMS AND CONDITIONS

1.LIABILITY OF THE MOVER:

- A. Notwithstanding the value declared, the Mover's liability shall not exceed 0.60 cents per pound per article for any of the following: i) In the event of injury or damage to any fragile articles susceptible to breakage or crushing), the Mover shall be liable only in the amount of 0.60 cents per pound per article, unless such articles are both packed and unpacked by its employees, and subject to the further condition that such injury or damage is caused by the Mover; ii) The Mover may, at its sole discretion, refuse to carry any items, including, but not limited to currency, money, bullion, notes, securities, precious stones, species, silverware, jewelry, watches, pearls, furs, documents, stamps, accounts bills, Deeds, evidences of debt, letters, manuscripts, mechanical drawings, blueprints, records, or other valuable papers, or any article of extraordinary value (items valued in excess of \$100 per pound), and shall only carry such articles when specifically declared in writing, and the additional valuation charges are paid by the Shipper. In the event of a claim related to any such undeclared articles, the Mover shall not be liable for an amount more than 0.60 cents per pound per article, for any reason whatsoever. iii) The Mover shall not be charged with the knowledge of the contents of containers or drawers, or condition thereof, which the shipper packed, prepared, scaled, or refuses to open to allow the Mover to inspect, and the Mover shall be liable only in the amount of 0.60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof; iv) The Mover's liability shall not exceed 0.60 cents per pound per article for the mechanical or electrical malfunction of any articles whether or not such articles are packed or unpacked by the Mover.
- B. The Mover shall be immediately notified and given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the items and original packing materials.
- C. The Mover's liability regarding sets or matched pieces shall be limited to repair or replacement, whichever is less, of the lost or damaged pieces only, and shall not extend to repair, replacement, or recovering the entire set. but in no event to exceed the released or declared value as indicated.
- D. The Mover shall not be liable for loss or damage caused after the property has been delivered to or receipted for by the consignee or Shipper or the authorized agent of either.
- E. Where the Mover is directed to load property from (or render any services at) a place or places at which the Shipper or its agents is not present, the property shall be at the risk of the Shipper before loading.
- F. Mover will not be liable for the following: i) To the extent not caused or aggravated by the Mover, any loss or damage by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions. ii) Any loss or damage caused by natural deterioration, inherent vice or defect of the property, or loss, damage, or delay contributed to or caused by acts or omissions of the Shipper, or by acts of war, terrorism, insurrection, nuclear explosion or contamination, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Mover's control.
- G. Where the shipment has been released to the Mover at a value not exceeding 0.60 cents per pound per article as per declaration of value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Mover's liability limited to 60 cents per pound per article. All of the liability in excess of 0.60 cents per pound per article is solely the Shipper's responsibility with respect to any damage, loss, or delay for any reason whatsoever.
- H. Where the shipment has been released to the Mover at a value in excess of 0.60 cents per pound per article as per ration of value on the face hereof, and in consideration of the additional charge for such value scheduled thereon, it is agreed that the Mover's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality, whichever is less, not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event shall the Mover's liability for all loss and damage to the shippers property exceed the value declared by the Shipper, on the face hereof.
- 2. TERMS OF PAYMENT: The Payments for services and other charges indicated on the Estimate/Order for Service and any Addendums executed during the move are due and payable before the Mover relinquishes possession of your household goods. Charges for any unforeseen and un-estimated services or materials required during the move are due and payable upon presentation of invoice. If any charges are not paid when due, a late payment fee of 10% will be charged on all such unpaid balances. Where the Shipper's move is billed to an employer or a party other than the Shipper, the Shipper is liable for all Mover charges if that employer or other party fails to make payment as promised. It is agreed between the Mover and the Shipper that a deposit for services to be rendered as specified on the face of this contract will be treated as liquidated damages and retained by the Mover if the Shipper cancels or breaches this Contract for any reason within 24 hours of service.
- 3. OWNERSHIP OF GOODS: The Shipper has represented and warranted to the Mover that the Shipper has a lawful possession of, legal right, and authority to tender all the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to pay all storage and other charges, and agrees to indemnify the Mover for all costs, expenses, and attorney's fees that the Mover may reasonably incur or become liable to pay in connection therewith. The Mover shall have a lien on said property for all charges and for such costs and expenses.
- 4. CLAIM FILING / TIME LIMIT / COMPLAINT PROCEDURES: The Mover shall not be liable for the loss or damage to the goods tendered hereunder. or any part thereof, unless a claim is made, in writing, to the email or the address of the Mover listed on the front of this Contract and filed with the Mover within fifteen (15) days or by calling Mover and emailing Mover. The office maintains normal business hours Monday-Friday. For information on claims status, or to report a complaint, call our office. No claim will be honored until full payment for services has been made. No Suit may be instituted by the Shipper against the Mover to recover for claimed loss or damage unless such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused.

 5. HARMFUL ITEMS: Any party, directly or indirectly, tendering to the Mover any explosives or flammable or dangerous goods, shall be liable for all loss or damage caused by such goods arid such goods may be destroyed without compensation.
- 6. DELIVERY: The Mover will make reasonable efforts to complete delivery and is not responsible if the physical conditions or other special circumstances prevent completion. If the Mover cannot deliver the goods in an ordinary way (by stairs or elevator), there will be an extra charge for hoisting, lowering, or other labor or equipment necessary. The Shipper must make advance arrangements for elevators or other services and pay any charges. The Mover will charge for waiting time caused by lack of sufficient elevator service or any other causes beyond the Mover's control. If no authorized person is present to accept the goods at the agreed time, or if orders are incomplete, the Mover will deliver the goods at the Shipper's risk using reasonable judgment
- 7. ENTIRE AGREEMENT-SEVERABILITY: The agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Shipper and an officer of the Mover, and it shall be deemed to apply to all property of any nature or description which the Mover may now or at any time in the future pack or ship for the Shipper's account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract, then said Contract shall be fully enforceable and all govern the rights and responsibilities of the parties. These Terms shall be governed by the State of South Carolina and venue arising from these Terms, or services provided by Movers shall be proper in Charleston, South Carolina.